TABLE OF CONTENTS

Page

Family Ct. June 6, 1997 Decision.....1a

Delaware Supreme Ct. January 7, 1998 Order.....16a

Delaware Supreme Ct. January 26, 1998 Order.....17a

Appellant's Motion For Reargument..18a

Excerpt of Transcript in Family Ct..23a

Francis Osei-Afriyie's letter to Judge Nicholas dated April 30, 1996.....35a

Respondent's letter to Mr. Sarfo dated June 11, 1993.....69a

THE FAMILY COURT OF THE STATE OF DELAWARE
In and For Kent County

FRANCIS OSEI-AFRIYIE,	
PETITIONER	File No(s)
PRO-SE	CK95-3472
	CPI No(s)
V.	95-13580
GRACE A. AMPOFOH,	Nature of
RESPONDENT	Proceeding:
Attorney:	ANCILLARY
Gerald I. Street,ESQ.	(Property
	Division,Court
	Costs &
	Attorney's Fees)
	Date of Hearing
	3/25/97&3/26/97
	Decision Date
	6/6/97

Decision Reserved

Before the HONORABLE WILLIAM N. NICHOLAS, JUDGE of the Family Court of the State of Delaware:

A hearing was held on ancillary matters. The Petitioner, Francis Osei-Afriyie, (hereinafter, ``Husband'') appeared *pro se*. The Respondent, Grace Ampofoh, (hereinafter, ``Wife'') appeared by and through her attorney, Gerald I. Street, Esquire. The ancillary matters contested at trial consisted of property

division, attorney's fees and Court costs. At the conclusion of the hearing, the Court reserved decision. This is the Court's decision.

PROPERTY DIVISION

Assets

The Court finds the following marital assets and their respective values:

(1) Marital Residence. The parties own a marital home located at 153 Royal Grant Way, Dover, Delaware purchased in 1988. The parties have stipulated that the home has a current value of $128,000. There is a mortgage balance of $68,223.81 as of March 24, 1997, so the equity in the home is approximately $59,776.19, excluding settlement costs. Wife has requested she be awarded the marital residence.

(2) Rental Properties. The parties jointly own several rental properties. Apart from the testimony of the parties and their Rule 52(d) submissions, for the most part, there was insufficient documentary evidence to ascertain either the fair market value or the current mortgage balances on these properties. Therefore, the values assigned to these properties are largely taken from the information presented in the parties' 52(d) submissions.

(a) 25 Spruance Road-Purchased in May 1991 for $60,000.00. The current fair

market value is also approximately $60,000.00. There is mortgage on the property held by Wells Fargo with a balance of approximately $40,200.00. and 24 years remaining on the mortgage. The equity in the property, excluding settlement costs, is approximately $19,800.00. The current monthly rent received by the parties is $600.00. Per an agreement between the parties, Wife manages this property pending disposition of the ancillary proceedings.

(b) 15 Spruance Road -Purchased in October 1991 for $48,500.00. The current fair market value is approximately $57,500.00. There is a first mortagage on the property held by Fleet Mortgage with a balance of approximately $32,500.00 and 24 years remaining on the mortgage. Apparently, a second mortgage or equity loan held by CoreStates Bank also exists on the property with two or more years remaining and a remaining balance of approximately $447.00 as of March 1997. Therefore, the equity in the property, excluding settlement costs, is approximately $24,553.00. The current rent received by the parties is $590.00. Currently, Husband manages and maintains this property.

(c) 13 Spruance Road -Purchased in February 1992 for $45,600.00. The current fair market value is approximately $60,250.00. There is first mortgage on the property held by Boatman Mortgage

with a balance of approximately $31,800.00. and a 25 years remaining on the mortgage. A second mortgage or equity loan held by PNC Bank also exits on the property with a balance of approximately $9.926.00 as of March 1997 with five more years remaining. The current monthly rent received by the parties is $600.00. Currently, Husband manages this property. 13 and 15 Spruance are a connected duplex.[1]

(d) 17 Spruance Road- Purchased in September 1992 for $46,665.00. The current market value is approximately $63,750.00.[2] There is first mortgage on the property held by CoreStates Bank with a balance of approximately $48,200.00 as of March 1997 with 25 years remaining. The current monthly rent received by the parties is $675.00. Pursuant to an agreement of the parties, Wife manages this property.

The parties also jointly own property located at 1411 S. Hancock Road, Dover, Delaware. This property was purchased jointly by the parties in January 1996 after the parties' divorce. As stated on the record during the trial, this property was not purchased or acquired

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[1] The average of Husband' value of $55,000 and Wife's value of $60,000.

[2] The average of Husband's value of $62,500 and Wife's value of 465,000.

during the marriage and therefore, this court has no jurisdiction over its disposition and this property is therefore not a part of this decision.

(3) Pension and Deferred Compensation Plans. As State of Delaware employees, both parties have their own individual pension and deferred compensation plans. The value of the parties' pension plans are unknown at this time. The value of Husband's deferred compensation plan is approximately $7,470.69 as seth forth in his 52(d) submission. Wife's deferred compensation plan has an approximate value of $13,400.00

(4) Motor Vehicles The parties own a 1991 Toyota Corolla currently in the possession of Husband. The parties'1996 Toyota Corolla is in Wife's possession. There was insufficient evidence produced at trial for the Court to assign a value to these vehicles.

(5) Bank Accounts The parties maintained the following bank accounts:

(a) Husband's PNC checking account, #9524-4211, with an approximate balance of $2,527.44 as of August 1995, the date of divorce.

(b) Husband's Mellon Bank account, #1200-049-8, with an approximate balanceof $4,544.82 as of August 1995.

(c) Husband's Merrill-Lynch account, #323-18903-5, with an approximate balance of $5,112.59 as of August 1995.

(d) Husband's PNC CD purchased in February 1995 with an appproximate value of $10,000.00.
(e) Wife's PNC checking account, #0100-5395, with an approximate balance of $445.21 as of August 1995.
(f) Wife's PNC saving account, #0100-5392, having an approximate balance of $7,659.73 as of August 1995.
(g) Wife's Wilmington Trust CD having an approximate value of $7,659.73 as of February 1996.
(h) Wife's PNC CD, #D618765, in the of $9,198.24, closed as of November 1995.
(i) Wife's PNC CD, #D622160, in the of $10,611.38, closed as of March 1996.

Discussion

This Court must equitably divide, distribute and assign the marital estate between the parties after considering specific enumerated factors. *13Del.C* Sec. 1513. The Court has reviewed those factors and finds the following controlling:

1. The length of the marriage. The parties were married on February 10, 1980, separated on January 2, 1995 and a final divorce decree entered on August 3, 1995 thereby making the length of the marriage a little over fifteen (15) years.

2. The Age, Health, Station, Amount and Sources of Income, Vocational Skills, Employability, Estate, Liabilities and

Needs of Each of the Parties. Husband is forty-nine(49) years of age and suffers from several health problems including hypertension, gouty arthritis, osteosrthritis, gastroesophageal reflux, plantar fasciitis and tendonitis. Husband is on medication for these conditions and although he claims that at times these conditions impair his ability to perform basic daily activities, these conditions have not interfered to do minor handiwork and repairs to the rental properties. Nor did Husband dispute the fact that despite these health problems, he has missed only two days of work in the past eight years.

Husband has a Master's degree in Economics and a Master's degree in Health Administration. He is currently employed as a senior health planner for the State of Delaware, Bureau of Health Planning and Resources Management, earning approximately $3,000.00 monthly. As a senior health planner, Husband is responsible for examining Certificate of Need (``CON'') applications and reporting to the Delaware Health Resources Board. The Board is subject to a sunset provision pursuant to 16 *Del C.* Sec.9311 and Husband asserts that he will no longer be employed as of JUNE 30, 1999.

Wife is forty-five (45) years of age and suffers from diabetes and arthritis. Wife takes insulin to control her diabetes. Wife is a registered nurse and works at the Delaware Hospital for the

Chronically III. She earns approximately $3,900.00 monthly.

3. Whether the Property Award is in Lieu of or in Addition to Alimony. Neither party has requested alimony so this factor is not relevant to this decision.

4. The Opportunity of Each for Future Acquisitions of Capital Assets and Income. Both parties are currently employed and have the opportunity to acquire future assets although Wife does earn the higher salary. Husband's claim that he will be out of job when the Delaware Health Resources Board sunsets in June 1999 is purely speculative. The Board has been subject to several earlier sunset dates that have been amended by the General Assembly. Futhermore, even if the Board is eliminated in 1999 that does not necessarily mean that Husband will be out of a job with the Bureau of Health Planning and Resources Mnagement or be unable to find appropriate employment. He has a Master's degree in both Economics and Health Administration plus eleven years of experience in the health administration field. Additionally, both Wife and Husband have demonstrated their ability to acquire additional assets. Both parties have acquired additional real estate and rental properties post-divorce, purchased jointly and individually.

5. The Contribution or Dissipation of Each Party in the Acquisition,

Preservation, Depreciation or Appreciation of the Marital Property, Including the Contribution of a Party as Homemaker or Husband. The majority of testimony from the parties was spent on this issue. It was undisputed by the parties that from of the marriage it was understood that there would be an equal contribution made by both parties towards the acquisition of all marital assets and payments towards the marital debts and expenses. Both parties were employed throughout the marriage. Wife began working as early as her first day in Canada after coming over Ghana, Africa. The parties testified that they maintained separate bank accounts, depositing their respective salaries into their accounts and contributed exactly half towards all expenses, including utilities and groceries. The phone bill was also divided equally and each party expected to pay for their own long-distance calls. Throughout the hearing both parties consistently made references to ``my money'' and ``my account'' when testifying about their various contributions towards expenditures and acquisitions. Contributions toward the purchase price and settlement costs of the marital home and rental properties were also essentially split equally between the parties. Although Wife did contribute the greater percentage towards the downpayment on the marital home, it

was undisputed that Husband's greater contribution towards the downpayment and settlement of the first rental property, 25 Spruance Road, equalized the contribution made by the parties towards these two assets. Although Husband claims he made the greater contribution towards the purchase of 17 Spruance Road, according to the testimony of both parties, Wife paid $200.00 monthly for approxumately two one -half years in order to balance out the contributions made towards the purchase of that property.

Husband claims that he has made greater sacrifices throughout the marriage, justifying a greater percentage of the marital estate. He claims that for the first year of the marriage he was solely responsible for paying all of the family eexpenses. He further claims that he made great sacrifices in getting his wife to work and in teaching her english, thereby jeopardizing his work towards his Ph.D. Wife claims that she contributed from the very beginning of the marriage exactly half of all expenses and that it was because of Husband's drinking that his education suffered. Additionally, while Wife was always employed during the entire length marriage of the marriage, often with two jobs, she was also the party primarily responsible for the raising of the parties' two children.

I find Husband's contentions to have little to no merit. As discussed earlier, it was undisputed that the parties both contributed exactly half towards all expenses and acquisitions. I believe both parties made substantially equal contributions and sacrifices towards the marriage. Furthermore, Husband's requests for credits for contributions he made over the course of the marriage, such as money spent on a suitcase full of clothes he purchased during a visit to Ghana, are frivolous and unfounded. For approximately fifteen years, Husband and Wife managed their separate earnings and agreed to their specific financial arrangement. For Husband to now request this Court to go back and reconcile every discrepancy or inequity during those fifteen years is beyond the scope of these proceedings and a waste of judicial resources.

6. The Economic Circumstances of Each Party at the Time the Division of Property is to Become Effective. Both parties are in stable economic circumstances at this time. Both parties are employed, earning moderate incomes. Additionally, both parties will receive substantial assets by virtue of this decision and will be able to continue to receive additional income from their various rental properties.

7. The Debts of the Parties. The only marital debts of the parties are the

mortgages on the marital home and associated rental properties.

8. Tax Consequences. The parties will incur capital gains taxes upon the sale of any of the real properties. Although I recognize the impact that capital gains taxes have on the real properties of the parties, because neither party indicated their inclination to sell any of the properties in the near future and because of the speculative nature of the actual amount of those taxes, in exercising my discretion, I decline to reduce the value already assigned to the real properties earlier in this decision by the capital tax amounts. I do, however, recognize capital gains taxes are applicable in this case and have been considered in rendering this decision.

Husband is requesting a 57%-43% division of the marital estate in his favor. Wife is requesting a 50%-50% division. Based upon the consideration of the testimony and the aforementioned factors, the Court believes it is fair and equitable to divide the marital assets 50%-50%. It is apparent that the financial arrangement of this marriage was that each party was expected by the other party to contribute exactly one-half towards the acquisition of assets and payment towards expenses. From the beginning of this marriage, the parties kept their earnings separate, maintaining and managing their individual accounts and only combining their funds

to manage their joint rental properties or to contribute equally toward family expenses. Based upon this unique arrangement that existed between the parties during their entire marriage and their comparable current economic situations, it would be inequitable now to divide the marital estate other than through a 50/50 division. Accordingly, the marital estate is divided as seth forth in the attached ``Exihibit A''.

Wife shall be awarded the marital residence and the rental properties located at 25 and 17 Spruance Road, Dover, Delaware. She will be completely responsible for the payment of all mortgages, debts and liabilities associated with those properties and will hold Husband harmless for the same. Husband shall be awarded the rental properties located at 13 and 15 Spruance Road and be completely responsible for the payment of all mortgages, debts and liabilities associated with those properties and will hold Wife harmless for the same.

Although individual bank accounts and pension plans are considered marital property, in this case, in light of the fact that each party managed their own separate accounts and finances for the duration of the marriage, it would be inequitable to now attempt to split the accounts and equalize the balances to the detriment of the more frugal party.

Therefore, each party shall maintain their individual bank accounts titled in their names. No credit shall be given to either party to equalize the account balances. Each party shall retain the motor vehicles currently in their possession and be responsible for any debts or liabilities associated therewith. Each party shall retain 100% of their own pension and deferred compensation plans. Any household furnishings and personalty shall be divided pursuant to the ``two-list'' method. Wife shall prepare and present the two lists to Husband within thirty (30) days from the date of this order.

ATTORNEY'S FEES AND COSTS

Wife has requested an award of $2,500.00 towards payment of attorney's fees. In light of the overall decision, the Court is exercising its discretion in not awarding attorney's fees and costs. Wife's request is denied.

IT IS SO ORDERED this 6th day of June, A.D. 1997.

/s/.....
WILLIAM N. NICHOLAS, JUDGE

Date Mailed: 6/6/97

EXHIBIT A

Assets	Value	Husband	Wife
Marital Home	$59,776	$0	$59,776
25 Spruance	$19,800	$0	$19,800
13 Spruance	$18,524	$18,524	$0
15 Spruance	$24,553	$24,553	$0
17 Spruance	$15,550	$0	$15,550
Total Assets	$138,203	$43,077	$95,126
Net Assets	$138,203	$43,077	$95,126
Cash Equalize		$26,024.50	($26,024)*

* To be paid by Wife two (2) months after sale of Hancock property and division of proceeds.

IN THE SUPEME COURT OF THE STATE OF DELAWARE

FRANCIS OSEI-AFRIYIE,	)	
PETITIONER Below,	)	No. 279, 1977
Appellant	)	
	)	Court Below:
V.	)	Family Court
	)	of the State
GRACE A. AMPOFOH,	)	Delaware in
RESPONDENT Below,	)	and for Kent
Appellee.	)	County
	)	File No.95-3472

Submitted: January 6, 1998
Decided: January 7, 1998

Before VEASEY, Chief Justice, WALSH and BERGER, Justices.

ORDER

This 7th day of January 1988, upon consideration of the briefs of the parties, it appears to the Court that this matter be affirmed on the basis of and for the reasons stated in the well-reason decision of the Family Court dated June 6, 1997.

NOW, THEREFORE, IT IS ORDERED that the judgement of the FAMILY Court be, and the same hereby is,

AFFIRMED.

BY THE COURT:

/s/.....
E.NORMAN VEASEY, C.J.

IN THE SUPEME COURT OF THE STATE OF DELAWARE

FRANCIS OSEI-AFRIYIE,	)
PETITIONER Below,	) No. 279, 1977
Appellant	)
	) Court Below:
V.	) Family Court
	) of the State
GRACE A. AMPOFOH,	) Delaware in
RESPONDENT Below,	) and for Kent
Appellee.	) County
	) File No.95-3472

Submitted: January 20, 1998
Decided: January 26, 1998

Before VEASEY, Chief Justice, WALSH and BERGER, Justices.

ORDER

This 26th day of January 1988, the Court having carefully considered appellant's Motion, pursuant to Supreme Court Rule 18, for Reargument of the Court's Order dated January 7, 1998, and it appearing that the motion should be denied,

NOW, THEREFORE, IT IS ORDERED that appellant's Motion for Reargument be, and the same hereby is,

DENIED.

BY THE COURT:

/s/.....
E.NORMAN VEASEY, C.J.

IN THE SUPEME COURT OF THE STATE OF DELAWARE

FRANCIS OSEI-AFRIYIE,	)	
PETITIONER Below,	)	No. 279, 1977
Appellant	)	
	)	Court Below:
V.	)	Family Court
	)	of the State
GRACE A. AMPOFOH,	)	Delaware in
RESPONDENT Below,	)	and for Kent
Appellee.	)	County
	)	File No.95-3472

APPELLANT'S MOTION FOR REARGUMENT

Appellant moves the Court, pursuant to Rule 18 of this Court for an order (1) vacating its affirmance of the trial court's decision and order entered on June 6, 1997, and (2) granting the motion. As grounds for this motion, appellant states:

(1) Some of the constitutional matters to be reargued resemble the considerations which were involved in Eberly v. Eberly, Del. Supr., 386 A.2d 1139. In Eberly, this Court stated:

``... it was clearly an abuse of discretion and a denial of husband's due process rights to allow an interim award to remain in effect for twenty -two months without any evidentiary hearing.''

In the instant case, the trial court stated in its order that to equalize the distribution of the marital real estate, appellee was to pay appellant two months after the sale of a non-marital property (A29) and the distribution of proceeds (A36). The court issued this order without giving appellant notice and opportunity to be heard on a non-marital property. Therefore, like Eberly, id., the Order gave appellee unlimited duration of time to pay appellant which was an abuse of discretion. Also, appellant clearly was entitled, as a matter of due process, to be notified and given an opportunity to be heard before the order on a non-marital property was issued. But that principle was egregiously violated by the court below contrary to the 5th and 14th Amendments to the U.S. Constitution.

(2) The above violations were repeated when the trial court denied appellant permission to call and examine his witnesses who were in Ghana regarding a property in Ghana. The main basis of the denial was appellee's rights under the Confrontation Clause of the 6th Amendment. Another reason was conformity to the Rules of Evidence. But there are exceptions to both. See D.R.E. 804(a)(5); Pointer v. Texas, 380 U.S. 400, at 407 (1965) and Ohio v. Roberts, 448 U.S. 56 (1980). In Pointer, the Court stated:

There are other analogous situations

which might not fall within the scope of the constitutional rule requiring confrontation of witnesses.

In Ohio, the Court construed the clause ``in two separate ways to restrict the range of admissible hearsay.''

First, is the rule of ``necessity,'' under which it must be demonstrated that the declarant is unavailable. Second, once a witness is shown to be unavailable..., the clause countenances only hearsay marked with such trustworthiness that `there is no material departure from the reason of the general rule.' '' That is, if the hearsay declarant is not present for cross-examination at trial, the ``statement is admissible only if it bears adequate `indicia of reliability.' ''

In the instant case, appellant contacted his witnesses in Ghana. The witnesses could not come to Delaware and were unavailable. They were beyond the supoena power of the trial court. The situation clearly falls under Pointer, or Ohio,id; and by denying appellant's request to call his witnesses, the trial court also denied him his right to a full and fair trial. See Blonder-Tongue v. University Foundation, 402 U.S. 313, at 333.

The affirmance of the Family Court's judgement by this Court was premised on ``...it appears to the Court that this matter should be affirmed on the basis of

and for reasons stated in the well-reasoned decision of the Family Court dated June 6, 1997.'', without considering the above constitutional violations and the total disregard of equal protection of the law by the trial court. For example, the court failed to inquire whether a marital asset fell within any of the four statutory exclusions under 13 Del.C. Sec. 1513(b) when a party wanted it excluded from division. But this Court has consistently followed the statutory requirement. See Frank G.W. v. Carol, M.V., Del. Supr., 457 A.2d 715, 720-23 (1983), Gregg v. Gregg, Del. Supr., 510 A.2d 474, 478 (1986) and E.E.C. v. E.J.C., Del. Supr., 457 A.2d 688, 693 (1983). In E.E.C., this Court stated that the trial court committed legal error for failing to comply with a provision of Sec. 1513 and follow the guidelines of R.T.G v. G.K.G., Del. Supr., 410 A.2d 155 (1979).

Also, under Delaware law, marital property is not divided on the basis of who controls and manages the asset. Halsey v. Charlotte, 419 A. 2d 962, 965, Del. Fam. Ct. (1980). But in this case, the trial court divided the marital estate based on management and control, contrary to the law.

Finally, the combination of constitutional violations and complete disregard of the law is so grossly violative of the principles of justice as

to call for reargument. This motion is made in good faith and not for delay.

BY:
/S/.....
Francis Osei-Afriyie
P.O. bOX 185, Dover, DE 19903-0185
Petitioner, Below
Appellant
Dated: 1/20/98

MR. OSEI-AFRIYIE: Have you ever lied?
MS. AMPOFOH: No.
MR. OSEI-AFRIYIE: You haven't.
MR. STREET: You want to ask her the question whether or not she ever told you that she had a daughter in Ghana?
MR. OSEI-AFRIYIE: Okay, sure.
MR. STREET: Why don't you ask her that question?
MR. OSEI-AFRIYIE: Have you ever told me that we have a daughter in Ghana?
MS. AMPOFOH: You have her name on your record with immigration that she is your daughter.
MR. OSEI-AFRIYIE: Have you ever told me that we have a daughter in Ghana? That was my question.
MS. AMPOFOH: Her name is on your record so that makes it yes.
MR. OSEI-AFRIYIE: Yes you have. Do you believe that we have a daughter in Ghana? Earlier you have told me that we have a daughter in Ghana.
MS. AMPOFOH: Excuse me are we going into a different issue now?
MR. OSEI-AFRIYIE: No we are going into different issue. You said you have told this Court that you told me that you have a daughter in Ghana.

MS. AMPOFOH: Well, I go, I have to go for that explaining. When we were.....
THE COURT: Just answer that question that he asked you. Do you believe yes or no that you have a daughter in Ghana. Mr. Osei-Afriyie, I have asked her to answer the question that you asked. Can you answer that question?
MS. AMPOFOH: No.
THE COURT: You do not believe that you have a daughter in Ghana?
MS. AMPOFOH: No.
THE COURT: But you have told me, previous question was have you told me that we have a daughter in Ghana. You said the answer was yes, right. And then the subsequent question posed by the Court do you believe you have a daughter in Ghana and you said no.
MS. AMPOFOH: He didn't want me to explain.
MR. OSEI-AFRIYIE: Okay, Your Honor, I can, the Court will just make its own determination.

.....

MR. STREET: So all of it was done by you?
MR. OSEI-AFRIYIE: All of it was done by me. And I okay there's another thing I have to say here. Sometimes I have to go to the Black neighborhood and get somebody like Smiley with me and I paid them cash. Okay (unable to hear words) in the account. I have spent a lot of money

out of pocket on this. I gave them $20.00, $20.00 that all cash.
MR. STREET: Well did you do most of this handyman work or did you pay somebody to do most of it?
MR. OSEI-AFRIYIE: I did most of the work. But let me tell you, I don't want to go to the roof. The roof, these are all flat roofs and the roofs cause a lot of trouble. They leak. Okay so for instance I would go to Dover, Dover Rental and rent a ladder and pay someone. I got some receipts okay $35.00 to go to the roof and put new roof coating. And those things I can't do. But I changing the windows. I don't know when, the springs break. I don't know how to fix them so I've got to hire somebody to do that. And some of them are paid out of pocket
MR. STREET: But most of the handyman work you did yourself?
MR. OSEI-AFRIYIE: I do most of the painting yes. Painting now I can even put up a wall.
MR. OSEI-AFRIYIE: Now lets talk about the rental properties. What do I do to help maintain and keep, do I do anything at all to maintain the rental properties?
MS. AMPOFOH: Yes.
MR. OSEI-AFRIYIE: What do I do?
MS. AMPOFOH: Well I indicated this morning you do painting when tenants move out. You do painting. And minor jobs like changing the sink faucets. I have seen you doing it too. And fence, I have seen

you do the fence on 13 and 15 Spruance Road. You do minor jobs like fixing doorknobs. You have tried yeah to do it and the windows you have done those kind of material jobs.
MR. OSEI-AFRIYIE: Did I have a car before you came to CANADA?
MS. AMPOFOH: No.
MR. OSEI-AFRIYIE: When you were on day shift did I have a car while while we used to live at (unable to hear word) University?
MS. AMPOFOH: Well you bought a car because you got tired of walking me down to the hill. So you bought a car but I really don't know what is that month you bought a car.
MR. OSEI-AFRIYIE: So I bought the car to use for the purpose of transporting you to work and pick you up.
MS. AMPOFOH: I wouldn't say a hundred percent. You bought it and used it for yourself to.
MR. OSEI-AFRIYIE: Did I ever take you to Hampton Court and pick you up?
MS. AMPOFOH: I said yes.

.....

THE COURT: Okay Osei-Afriyie. Thank you. Which bank account are you referring to?
MR. OSEI-AFRIYIE: There' one Wilmington Trust. I think I communicated with one very on that issue and I send you a copy.

THE COURT: Is that the Wilmington Trust Company certificate of deposit?
MR. OSEI-AFRIYIE: No the two account numbers, not certificate of deposit is out, two bank account numbers, I think...
THE COURT: 27045987
MR. OSEI-AFRIYIE: Very good.
THE COURT: 98752773.
MR. OSEI-AFRIYIE: Very good.
MR. STREET: Beg the Court's indulgence for a moment. This letter from Mr. Osei-Afriyie, I'm sorry dated when again?
THE COURT: The letter dated December 20, 1996.
MR. STREET: I have that thank you. I have in the correspondence file a letter from Ms. Vari dated January 9th to Mr. Osei-Afriyie.
MR. OSEI-AFRIYIE: Yeah.
MR. STREET: Answering or providing information in the first paragraph as to the account, I'll just use the last four numbers 2773.
MR. OSEI-AFRIYIE: Yeah.
THE COURT: Well is there documentation regarding 2773 so the question, I suppose, is there any documentation as to 5987 from Wilmington Trust identifying that that account was, in fact, opened post divorce?
MR. STREET: Other than Ms. Vari's letter no.
THE COURT: Well my only concern is that that account is not accounted for in the respondent's 52D...

THE COURT: You have any idea how long, its important to me if there is a bank account that information be forthcoming with regard to that account. You don't want to continue this case. What is your request?
MR. OSEI-AFRIYIE: My request is this that you can see that Okay. When Ms. Vari communicated to me in writing...
THE COURT: Do you have a copy of any response from her to your letter?
MR. OSEI-AFRIYIE: The last one?
THE COURT: Yes.
MR. OSEI-AFRIYIE: Oh she never responded.
MR. STREET: Your Honor, our...
THE COURT: If I may, Mr. Street, granting all of that your letter of December 22 basically informs her that you want the information with regard to 5987 and that if its not provided, you threatened to either seek the Court's assistance by having filed a motion or by subpoena and you didn't do either one of those.
MR. OSEI-AFRIYIE: That's true.
THE COURT: So what I'm asking you today or right now is what relief are you asking?
MR. OSEI-AFRIYIE: See I want to get out of this stuff so I don't keep the account(unable to hear words).
THE COURT: Do you belief that there is money in that account that is marital property subject to distribution?
MR.OSEI-AFRIYIE: I have no idea..

.....

MR. OSEI-AFRIYIE: Well, Your Honor, okay what I indicated here after I left the property there are some bills now coming for me and I want us to share the bills equally except the telephone bill and yeah. Okay the telephone bill here now is $230.00. And it says the last payment wasn't made, amount of the last bill was $207.71. And I have 2/19, on 2/19/97 I wrote a check for 207.00 for telephone and electric bill. So I paid this one for March and I paid for February. Also there is a letter bill here for $100.00 and something dollars...

THE COURT: Are these bills in your 52D filing?

MR. OSEI-AFRIYIE: Yeah I indicated yes that's what I was trying to look for. There is a statement to that effect.

THE COURT: We talking about bills in the marital home or rental?

MR. OSEI-AFRIYIE: Marital.

THE COURT: Marital.

MR. OSEI-AFRIYIE: Yes.

THE COURT: You have to point that out to me because I don't see any any list...

MR. OSEI-AFRIYIE: You don't see anything there. I think I may have mentioned something there.

MR. OSEI-AFRIYIE: Page 6.

THE COURT: 6.

MR. OSEI-AFRIYIE: Yeah.

THE COURT: But you havn't submitted these expenses?
MR. OSEI-AFRIYIE: No that's why I didn't it , I still have them in my pocket.
MR. STREET: Your Honor, if this may expedite, I will offer, if there expenses we're talking about are utility expenses and telephone...
MR. OSEI-AFRIYIE: ...But I have some more expenses to be coming to me like water and sewer and all that stuff. I haven't received them yet.
MR. STREET: Those expenses normally associate with homeownership. Since Mr. Osei-Afriyie departure about a month ago if there were bill balances due at that time or bills incurred...we will agree to pay one half of those bills and if he's already paid them to reimburse him or if not we will agree to be responsible for any of those.
THE COURT: Does that satisfy you?
MR. OSEI-AFRIYIE: Yes...

.....

MR. STREET: Let me ask you a few questions, ma'am, over the years when you sent money to your father was your intention to make a gift or did you have

some other intention? Was this a gift to your father?
MS. AMPOFOH: Okay sometimes my dad would write to me pleading for financial assistance and I would send money for the upkeep and a couple of times I will emphasize use some of the money with the building.

.....

THE COURT: Are you trying to demonstrate by this line of questioning that there were expenses other than the mortgage was on these rental properties?
MR. OSEI-AFRIYIE: I am trying to demonstrate that there was a net positive income coming to her. She testified this morning that there wasn't net income. It was net negative income. And I'am trying to demonstrate that there was positive net income which should be distributed.
THE COURT: Well the only amount that she testified that there was a loss was in the month of April.
MR. OSEI-AFRIYIE: For which property?
THE COURT: For all the four properties.
MR. OSEI-AFRIYIE: There shouldn't be.
THE COURT: Beg your pardon?
MR. OSEI-AFRIYIE: For all properties, no. No, Your Honor, she hasn't shown to this Court what expenses she incurred after paying the $418.36 for 25 Spruce Road property. By my calculation it is

positive. They should demonstrate that it is negative.

THE COURT: Her testimony on direct was to the effect that it was negative for that month in taking into account the mortgage payments only. And she at that point in her testimony have not (papers shuffling). The security deposit was apparently used so that would term the analysis in the negative to a positive cash flow concerning mortgage payments for April.

MR. OSEI-AFRIYIE: Your Honor,...

MR. STREET: Do you understand what he just ...

MR. OSEI-AFRIYIE: Oh yes yeah. If there would be a negative cash flow, it's going to be positive.

THE COURT: That's correct. That would mean that her testimony wold be that there was positive cash flow from April and May and June.

MR. OSEI-AFRIYIE: The question is by how much.

THE COURT: Well if you want to demonstrate by how much you, that's why I asked you the question because I'm looking at page 5 in your 52D filed. And you have other expenses exclusive of the mortgage plugged into that filing. Are you trying to demonstrate what these other expenses were?

MR. OSEI-AFRIYIE: NO. The other expenses are my expenses and I will show it to the Court. They are my expenses, out of

pocket expenses and I will demonstrate to the Court that I incurred those expenses and I should be reimbursed.

THE COURT: Would it be easier to show those to Mr. Street?

MR. OSEI-AFRIYIE: Yes I will go ahead and do that.

MR. STREET: Your Honor, before we do that a trying to prove his expenses through respondent's case backwards. And we didn't get into our expenses cause frankly he has not proven his in his case. But rather than stand on that, let me suggest there, based on his 52D filed the expenses he claims to be approximately $2,000.00, $2,100.00. We're gonna take it and, about his Court's time on a $2,000.00 issue. I would propose without conferring with my client and I hope she will agree with this, if we can pick a person, lets go on to other matters, agree on a person to act as an arbitrator. If you want to use Mr. Owens the realtor you selected I would agree with that, and will you submit your receipts to him. Your former wife can submit her receipts. You can see hers. She can see yours. We would both set a time to have a short discussion with Mr. Owens where you would explain why you think your receipts are valid. Mrs. Ampofoh would have the same opportunity and let Mr. Owens make that decision. And we wold agree to be bound by that

decision. Would you agree with that process?
MR. OSEI-AFRIYIE: You mean Mr. Robert Owens?
MR. STREET: Robert Owens the realtor you selected? Would that be acceptable to you?
MR. OSEI-AFRIYIE: But I have mine here.
MR. STREET: We don't have ours here.
MR. OSEI-AFRIYIE: Oh you don't have yours.
MR. STREET: And the Court has limited time.
MR. OSEI-AFRIYIE: Yes I will agree.
MR OSEI-AFRIYIE: O before then, Your Honor, what about Mr.Owens, because I have a lot of expenses here. Is there any , is there, are you going to give any time or is this beyond your scope now so, I don't want them to go back on their way and then get stuck with these bills.
THE COURT: You will find that if Mr. Street entered into an agreement with you that he will follow through with that agreement. If he does not follow through that agreement since its part of a stipulation that's part of this record you may apply to me but I think you will find you'll have a harder time getting a hold of Mr. Owens perhaps than you will Mr. Street.
MR. OSEI-AFRIYIE: Okay thank you very much.

P.O.Box 185
Dover, DE 19903-0185
April 30, 1996.

Honorable William N, Nicholas
Family Court of the State oF Delaware
Kent County
400 Court St.
Dover, DE 19901

Re: Osei-Afriyie v. Grace Ampofoh
File No. 95-3472
Petition No. 95-13580

Dear Judge Nicholas:

On MARCH 26, 1996, the parties agreed to have Mr. Robert Owens examine pages 5 through 9 of petitioner's Rule 52(d) submission, collect information relating to rental expenses and bills accrued on 153 Royal Grant Way before services were transferred to the respondent's name and draw his conclusion.

On March 31, the petitioner contacted Mr. Owens, told him about the above and asked if he would be willing to undertake that responsibility. He responded that he would and indicated that he would contact Mr. Street and find out what the Court wanted him to to do. He assured me that

he would call me to schedule a meeting after contacting Mr. Street.

On April 1, 1997, the Petitioner called Mr. Street and informed him that he (the petitioner) had spoken with Mr. Owens regarding the parties' agreement. The Petitioner also informed Mr. Street that Mr. Owens would be contacting him. Mr. Street told the Petitioner that since his involvement would be an additional expense to the Respondent, he would rather have Mr. Owens meet with the parties.

On April 3, at about 8:45a.m. the Petitioner called Mr. Owens and asked him if he had contacted Mr. Street. He responded that he had contacted Mr. Street's office and was told he (Mr. Street) was not available. He told the Petitioner that he had left a message for Mr. Street to return his call. At about 11.00a.m. on the same day the Respondent called the Petitioner's office and told the secretary that it was the Petitioner's daughter, Jennifer Osei-Afriyie, who was on the phone. When the Petitioner picked up the phone the Respondent identified herself as the caller. The Pespondent accused the Petitioner for stealing the envelope she kept her 1997 bills and cancelled checks. The Petitioner told the Respondent not to call his office and harass him and hung up the phone.

At about 1:30 p.m. that afternoon, the Respondent came to the Petitioner's office and gave him a Section 8 check for April 1997, a note, copies of some receipts and a copy of a cancelled check. Copies of the note, receipts and the cancelled checks are enclosed. If the envelope in which she kept her 1997 bills and cancelled checks is missing, where did 1/7/97 (Exhibit A), 1/23/97 post office receipt(Exhibit B1), 2/21/97 cancelled check (Exhibit B2), and 3/21/97 (Exhibit B3) receipt come from?

The Petitioner contacted Mr. Owens again on April 8 and 10, 1997. On April 10, Mr. Owens informed the Petitioner that he spoke with Mr. Street's secretary on 4/9/97 and was told that Mr. Street would be contacting him to set up a meeting.

The Petitioner called Mr. Street's office on April 11, 14 and 15 and left messages for him to return his call. In fact, on April 15, 1997, the Petitioner informed the secretary that if Mr. Street failed to return his call he would write to the Court about the agreement the parties reached in the courtroom. Later that day someone called the Petitioner from Mr. Street's office and told the Petitioner that that office had contacted Mr. Owens. The following day, April 16, 1997, the Petitioner received a copy of a correspondence from Mr. Street's office to this Court in the mail. The envelope

and the copy of the letter are enclosed as Exhibits C1 and C2. It is obvious that a copy was sent to the Petitioner after the Petitioner had threatened that he would write to the court.

On April 22, the Petitioner called Mr. Owens to find out if Mr. Street had contacted him. He informed the Petitioner that he had spoken with Mr. Street and he had to find a conference room and set a date where we could meet. I offered the conference room in my office for the meeting. He then told me that he would contact the Respondent and inform me about the for the meeting.

On April 25, the Petitioner called Mr. Owens to check if a meeting date had been set. He informed the Petitioner that nobody answers the phone when hec calls the Respondent's house and he would go there that afternoon. He would call me when he came back to his office. I did not hear from him.

On April 28, I contacted Mr. Owens again. He told me that would go to the Respondent's house that morning and would call me about the date for the meeting when he returned to his office. I did not hear from him.

This morning, April 30, 1997, the Petitioner called Mr. Owens to find out if he had contacted the Respondent. He informed me that Monday May 5, 1997 had been set for a meeting at Mr. Street's conference room at 2:30p.m. Although I

have to finish a review committee draft report on an application submitted by Cataract and Laser Surgery, LLC. and have it mailed that day, I agreed to meet with him and the Respondent. This is because I want to get the bills accumulated at 153 Royal Grant Way paid, half of my rental expenses refunded and half of the rental incomes also refunded. (see Exhibits D1, D2, and D3 for bills).

I also want this Court to know that I had paid all my bills up to February 28, 1997. In fact, on February 28, 1997, before a Family Court Commissioner issued an ex-parte order that I should not go to the family residence, I had written a check for $658.97 (Exhibit E)to cover PNC March mortgage of $421.43 and the balance of $237.55 was to be applied towards other utilities including cable, telephone and electricity. The Resopndent may noy not have paid the cable bill for two months (monthly bill was about $33.33). She may not have used the $237.55 to pay any of the other bills. My credit is in jeopardy because the bills came in my name.

What also concerns me at this time is that Mr. Owens told me this morning that he understands the issue in dispute is about incomes and expenses for a period of two(2) years. This is undoubtedly a tactical delay. I told him that was incorrect and the issue in contained in my Rule 52(d) submission, pages 5 through

the first part of page 9. The submission requests relief up to March 1997. What about the incomes and expenses after March 1997? Because the parties do not know the date the family Court will set for the parties to execute any documents necessary to implement the Court's Order for the property division, they are going to continue to receive disproportionate net incomes from the rental properties. When will that be looked into for distribution? Petitioner believes that Mr. Owens can only draw a partial conclusion up to March 1997. Assuming his examination is extended by the Court to include April and part of May, what happens to the incomes and expenses after May 5, 1997? This is an important question that concerns the Petitioner. Consequently, the Petitioner suggests the following:

1. Because there was no dispute in income in Court and the Court knows what the issue is, the Court shall ask the parties to exchange information on monthly expenses with copies sent to the Court. This shall be done with the date of the Court's Order in mind.
2. If the parties agree on the expenses, the Court shall draw its own conclusions and incorporate it in its order.
3. The Court shall also ask the parties to prove the utility bills paid and the balance shared. This shall be incorporated in the Court's Order.

In the alternative,

1. The Court shall have a conference call with the parties including Mr. Owens and let him know the information he is supposed to collect.
2. The Court shall set a date for Mr. Owens to submit the information collected including his conclusions. Mr. Owens shall send copies to the parties.
3. The Court shall give the parties three days to raise any objections to Mr. Owens' conclusions.
4. In the absence of any objections, the Court shall incorporate Mr. Owens' conclusions in its Order. If there are objections, the Court shall examine the reasons for the and draw conclusions.

Yours truly,

/s/ .....
Francis Osei-Afriyie
(Petitioner)

cc:
Mr. Robert Owens
Mr. Gerald I. Street

.....

MR. STREET: And she withdrew $4,800.00?
MR. OSEI-AFRIYIE: Yes.
MR. STREET: And isn't it true that what she left in that account was the same amount $4,800.00?
MR. OSEI-AFRIYIE: I don't recall because what I was doing you see I can go back

and show you that after she had withdrawn her money, took all her money from that account I was writing checks to pay bills on the rental properties.
MR. STREET: And you were using the money that she left in that account?
MR. OSEI-AFRIYIE: Yes. While she had already withdrawn more than half of it.
MR. STREET: She took half and left you half?
MR. OSEI-AFRIYIE: What I am saying is...
MR. STREET: Answer my question and then you can explain it, isn't that what happened?
MR. OSEI-AFRIYIE: No she left half. And I can show you that the date she withdrew the money from the account and subsequently the checks I wrote went towards the rental properties.
MR. STREET: Subsequent to when she withdrew that money?
MR. OSEI-ARFIYIE: Yes. I was spending the money on the rental properties.
MR. STREET: Lets try again, subsequent means afterwards.
MR.OSEI-AFRIYIE: Yes I know that, I know that.
MR. STREET: I'm asking at the moment she took the $4,800.00 there was left in that account $4,800.00, isn't that correct?
MR.OSEI-AFRIYIE: That's not correct.
MR. STREET: That was, that account we just been talking about was an account with PNC?
MR. OSEI-AFRIYIE: Yes PNC.

MR. STREET: $4,800.00.

.....

MR. STREET: Let me now talk a bit about the Ghana property. In Mrs. Ampofoh's Rule 52D document she filed she makes some claims and I want to see if you agree.
MR. OSEI-AFRIYIE: Okay.
MR. STREET: She claims that she took about $3,000.000 from her own individual accounts and used that to pay various workers to finish the house. Is that your understanding too?
MR. OSEI-AFRIYIE: No.
MR. STREET: Okay what's your understanding?
MR. OSEI--AFRIYIE: About that house in Ghana?
MR. STREET: Uh huh.
MR.OSEI-AFRIYIE: Oh I knew that when we were in Canada while I was paying all the bills, in the hills (unable to hear words), she was sending money to take care of first she said we have a daughter in Ghana so the money was going to the daughter. And that was paying the bills but I didn't have a daughter in Ghana. Then when we came to Philadelphia, she was doing the same thing. Sending money. I didn't know that she was building a house. Okay then sometime before I went to Ghana I, she mentioned to me that she and her brother were building a house.

Now she says the house belongs to her father. So there are a lot of stories around that house. Okay and I don't , her father doesn't even live there. Her brother doesn't live in the house. He is in the village. So I don't know who, she is trying that she doesn't want the property but she told me that she owned the property.

MR. STREET: You and your wife went back to visit your village in Ghana in 1993 didn't you?

MR. OSEI-AFRIYIE: Yes.

MR. STREET: And isn't it at that point in time that she paid a substantial amount to father around $3,000.000 to her father or some workmen?

MR. OSEI-AFRIYIE: She had paid that money long time before that. She had paid the $3,000.00 to roof the building, for the roof.

MR. STREET: So when she was there in '93 she didn't pay any money?

MR. OSEI-AFRIYIE: She paid some money.

MR. STREET: Oh she paid money then?

R. OSEI-AFRIYIE: Yeah. But I don't know how much. You see, $3,000.00 I don't know how much.

MR. STREET: But you were aware that she was doing this?

MR. OSEI-AFRIYIE: I was aware yes. I know what she did what the roofer, the guy who roofed it. She told me to double sheet.

MR. STREET: You helped her negotiate the price for the roofer?

MR.OSEI-AFRIYIE: Yes because she was completing the house was what she told me. And my friend in Ghana also negotiated with the bricklayer or mason to complete the property.
MR. STREET: You have no objection to what she was doing at that time?
MR. OSEI-AFRIYIE: Well you see the letter I produced. She mentioned Jennifer in that letter, Jennifer her daughter here. That's what she says in that letter.
MR. STREET: So as long as that is a place for her daughter to own for at some point in Jennifer's life then that's fine by you?
MR. OSEI-AFRIYIE: She said as long, okay she says that is her house. Okay she was building a house.
MR. STREET: Sir, what's your objection to it?
MR. OSEI-AFRIYIE: I don't have any objection to her building the house, she cannot at the same time tell me that the house doesn't belong to her. That's what she's been trying to say. In all your communications to me at one point in time Ms. Vari say that she will change her mind, she will change her mind depending upon...
MR. STREET: Objection to any statements...
THE COURT: You cannot refer to matters that were in negotiation.
MR. OSEI-AFRIYIE: Your Honor, we were not negotiating as such. She was inclined

that, she left it blank. And led on to say it belongs to the father, they tell me specific. They don't know who the house belongs to. As I said when she comes she will know who the house belongs to.

MR. STREET: My question to you sir, is you did not object at the time she was sending money to her father, did you?

MR. OSE-AFRIYIE: Well...

MR. STREET: Did you object, sir, did you say don't do that that , stop that?

MR. OSEI-AFRIYIE: Well because, she said that we had another daughter there so the money was going to take care of our daughter too.

MR. STREET: Then you told us you discovered there wasn't another daughter.

MR. OSEI-AFRIYIE: I discovered that it wasn't mine.

MR. STREET: And she kept sending money.

MR. OSEI-AFRIYIE: That I didn't know about that.

MR. STREET: You didn't know that she was paying to the roofer, you negotiated with?

MR. OSEI-AFRIYIE: No you said she kept sending money, that I didn't know. I was in Ghana when she said I should negotiate with the roofer.

MR. STREET: And you were aware that she was gonna the roofer the money?

MR.OSEI-AFRIYIE: Of course, yes I was.

MR. STREET: And did you object to that? Did you say no don't do that I don't like this?
MR. OSEI-AFRIYIE: You don't know the relationship. If I open my mouth that would be a different story. I said (unable to hear words) when she was negotiating with the guy, the bricklayer I was there. She told the bricklayer that was none of my business okay.
MR. STREET: Did you object yes or no? Yes or no?
MR. OSEI-AFRIYIE: When I, okay what I'm trying to tell you is she knew I objected to it but there was not much I could do.
MR. STREET: Somehow she knew this?
MR. OSEI-AFRIYIE: Somehow she knew.
MR. STREET: Didn't that money come from her individual accounts just like you had individual accounts from your savings and your paycheck?
MR. OSEI-AFRIYIE: That was from a joint marital, it was from rental property.

.....

THE COURT: The 52D petitioner filed indicated that the testimony would be with regard to ownership and the value of the property. Is that what you are offering his testimony?
MR. OSEI-AFRIYIE: Yes, your Honor, he's going to indicate his conversation with Grace about the ownership of that

property... The Court allows people to testify by phone. And I don't see no reason why this cannot be done especially (unable to hear) in bringing somebody all the way from Africa.

THE COURT: Well what would be nature of this testimony be?

MR. OSEI-AFRIYIE: I, the person is going to testify to the fact there was a conversation between him and Grace about the ownership of the property. He should provide the completion of the house. Grace gave him money to pay the bricklayer who was completing the property and when it was finished he went and inspected it and paid the guy. And the job was to his satisfaction. But he is going to testify about the rental property.

THE COURT: Which of the two witnesses you suggest in your 52D would be offering this testimony?

MR. OSEI-AFRIYIE: Dr. (unable to hear name) will do that. He was, and this guy who built, who build it. And he has knowledge that the property belongs to Grace. Dr. (unable to hear name) was the one who supervised. And paid the guy. He was the guy, the money was funded over and...

THE COURT: He's qualified to testify that its worth $40,000?

MR. OSEI-AFRIYIE: Yes...

.....

MR. STREET: Mrs. Ampofoh, you were formerly married to Mr. Osei-Afriyie, were you not?
MS. AMPOFOH: Yeah.
MR. STREET: ... You admit do you not, and I'll do a bit of leading, Your Honor, you admit, do you not, that during a period of your marriage you would send money to your father back home in Ghana?
MS. AMPOFOH: Yes.
MR. STREET: And where did that money come from?
MS. AMPOFOH: My own savings.
MR. STREET: Your own bank account?
MS. AMPOFOH: Yes bank account.
MR. STREET: And did you, when if, if anything , did you and your father ever talk about as far as using being the owner or him being the owner? Who is the owner of this property as far as you know?
MS. AMPOFOH: Well I will go back when I was in Canada. My father wrote to me that's a, our family I'm the first child. We have seven my mother's children. But we don't have anywhere to live because they live in the family home. And I discussed this with Francis that my father wants me to help with the household, the family including my siblings and my parents. Francis told me he had nothing to do with my family issue. And he testified. I had a brother in Linden whom I contacted beginning to

this house we are addressing. So my brother and me we started sending home money to my dad and my dad acquired the land...
THE COURT: Do you have questions?
MR. OSEI-AFRIYIE: Yes. You have a house in Ghana or you have a building in Ghana?
MS. AMPOFOH: I don't.
MR.OSEI-AFRIYIE: Your Honor, can I approach and get the letter?
THE COURT: Want to give that to the bailiff.
MS. AMPOFOH: Okay this is a letter I had written to...
MS.OSEI-AFRIYIE: I don't want to go. I indicated a statement that what you have to read.
MS. AMPOFOH: Okay he wants me to read the paragraph here. Pardon me I have been strongly advised by Osei, that's Francis, to contact you for assisting me to complete my house (unable to here word).
MR. OSEI-AFRIYIE: That's all I want. Which house were you talking about?
MS. AMPOFOH: This house don't have anything to do with my father...
MR. OSEI-AFRIYIE: That is not my question. My question is you have read something into evidence. And you did mention that or you got a letter I am asking for your assistance to complete my house in (unable to hear word). Which house are talking about?
MS. AMPOFOH: I don't which house.

MR. OSEI-AFRIYIE: Your Honor, I think that credibility here should be taken into account. And the Court has the letter and the respondent read her...
MR. STREET: Your Honor, we are into argument at this point and I do object to her.

THE COURT: Well what's, let me ask a couple of questions.
MS. OSEI-AFRIYIE: Sure, Your Honor.
THE COURT: When do you, when do you claim that your father acquired the land, when?
MS. AMPOFOH: When. This should be it be around 1983 because its after 1981. So it might be around 1983.
THE COURT: Were the two of you already married when the land was acquired?
MS. AMPOFOH: Yes.
THE COURT: When did you start contributing financially toward the construction of the house?
MS. AMPOFOH: It was not continuous. When I was in Canada...
THE COURT: Between 1983 and 1993 how much money did you contribute toward the construction of the house?
MS. AMPOFOH: It should be more that $5,000.00
THE COURT: Any follow up questions?
MR. STREET: Clarification. When the judge just asked you between 1983 and 1993 how much did you contribute toward the house and you said not more than $5,000.00.
MS. AMPOFOH: Yes.

MR.STREET: Let me be clearer. You have also said, many times you sent money not for the house , for welfare.
MS. AMPOFOH: Yes.
MR. STREET: Are you including the money for the welfare in that $5,000.00?
MS. AMPOFOH: No just for the house...

.....

THE COURT: When we concluded yesterday the parties had presented evidence with regard to whether or not a piece of real estate in Ghana constituted marital property as belonging to the wife. I heard the testimony of Ms. Ampofoh that her father acquired the real estate in 1983 and that her father wanted her and her brother to help build a house on that real estate for the family. And as a result of that request she and her brother periodically sent money home for the purpose of constructing a house on the real estate. And that the house was for her siblings and her parents. Mr. Osei-Afriyie presented testimony or rather evidence which is petitioner's exhibit 17 which is a letter dated June 11, 1993 written by the respondent to an individual in Ghana requesting his assistance in the construction project.And in that letter, she wrote I've been strongly advised by my husband to contact you for assisting me to complete my house. You have to help my

mother to have a place to stay. I shall be sending you money if you offer this important help in my life. My two daughters want to visit. You and I know I don't have a room for even the night. She goes on to say and I'm reading this out of context my father started the house but couldn't complete probably due to physical weakness. Contact him and mother for where the house and the land are and we can start from there. The petitioner argues that by virtue of her referring it to my house and her needing a place to stay and not having room for even one night that I should conclude that she has an ownership interest in the property and it should be included in this marital estate for purposes of distribution. Neither of the parties have offered any conclusive evidence as to real estate law in the country of Ghana. It is unrebutted on this record, however, that the respondent's father acquired the land. That she and her brother had contributed funds to build a house on it. While she did refer to the house as my house in that letter she also testified that the house was for her and her siblings. And the letter indicated that her mother needs a place to stay. I believe that the record is ambiguous at best and I cannot conclude from this record that the respondent has an ownership interest in the land sufficient for me to conclude it as marital property. She did, however,

testify that she contributed $5,000.00 from what amount to marital funds toward the construction of the house as gitfs to her family. And I will take into account the $5,000.00 contribution from this marital estate. Consequently, I've ruled that the propery in Ghana will not be considered as marital property and there is no need for the Court to take any testimony from anyone in Ghana with regard to its valuation. I also want to say that the petitioner made some comments yesterday about the Court taking testimony by telephone, and I want to make the record clear in that regard. My practice has been on occasion in emergency proceedings to take telephone testimony from experts where neither of the parties objects to the testimony being taken by telephone. Its a practice that I think should be discouraged and should only be used in exigent circumstances and only where both parties waive their constitutional rights to confrontation. I have never permitted telephonic testimony over an objection of any party with regard to their confrontation rights. And I take particular note that in this case such testimony is fraught with peril because of the reasons that Mr. Street stated on the record yesterday. In any event, the point is made. I will take into consideration cash contribution but will

not take into consideration the value of the property.
MR. OSEI-AFRIYIE: Your Honor.
THE COURT: Yes.
MR.OSEI-AFRIYIE: I please object to that...
THE COURT: Well I've ruled that I'm going to take into consideration at least the value of the $5,000.00 that she testified to. If you can demonstrate that she made contributions in excess of that $5,000.00 I will consider that in my ultimate distribution of the marital estate.
MS. OSEI-AFRIYIE: And in addition to the interest the money would have earned.
THE COURT: Well you can make that argument and I'll take it under consideration.
MR. OSEI-AFRIYIE: I know she will deny it but in 1990 she went to Ghana and when she went there she contributed $3,000.00 to put the roof on the part of the house which I think complete it. And that should be taken into account.
THE COURT: Well if you can demonstrate that before the close of the evidence in this case, you know, as I've said the only testimony that I've heard so far is that she sent $5,000.00 toward construction of the house. She did testify that she made other periodic contributions but I've heard no evidence as to what amounts of those contributions were. At least at this point.

MR. OSEI-AFRIYIE: Okay since she testified that she made some contributions and we do not have any bank statement nothing like that to prove at least when I was going to Ghana in 1985 first to pick up to tell that she went to Ghana and to bring her back to the U.S. she gave me at least $3,000.00 to give to the parents, that we had a daughter there and that should be taken into account toward the building too.

THE COURT: Well you've not closed your portion of the case. When we concluded yesterday you had indicated that you wanted to take the telephonic testimony. Its still your case. If you wish to resume the witness stand to offer more testimony regarding contributions that she sent to Ghana you're free to do that. Would you like to do that?

MR. OSEI-AFRIYIE: Yes.

THE COURT: Alright please resume the witness stand. And you are still under oath.

MR.OSEI-AFRIYIE: In February 1985 I took Jennifer and Monica at that time six months old and two and a half years to Ghana. When I was leaving without about three suitcases, two suitcase full of food belonging to Jennifer and Monica, one full of clothes... When I was leaving to go and bring them back to the U.S.., she gave me $3,000.00 to give to the parents towards the building. In 1990, Grace went to Ghana to visit her parents.

She gave the father $3,000.00 to put the roof on the completed portion of the building. And at the moment, her father and father are divorced because of that property. The mother lives in the village outside Henie. Her brother whose name is Peter sold the(unable to hear words). The remaining portion of, she bought a lot of(unable to hear words). And then when they finished roofing the whole house there was still some remaining. Peter took the corrugated(unable to hear word) and sold them and the father was mad. And the sons response that this belongs to my sister. Ever since that time there's been a problem because Peter wants to control the house belonging to her sister and the father doesn't want that. And the mother is on the side of the son. Because the house doesn't belong to the father. The house doesn't belong to the mother. It belongs to her and the son is trying to control it. There was an argument and the father went and got married again and went to the village. So he didn't have anything to do with it.

MR. OSEI-AFRIYIE: And in addition in when we go in Philadelphia (unable to hear word) a guy who lives in New York when he was going to Ghana she gave $500.00 to him to be given to the father towards the house.

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MR. STREET: When did you find out this girl was not your daughter?
MR OSEI-AFRIYIE: Oh late in some time in, after 1990.
MR. STREET: After 1990.
MR. OSEI-AFRIYIE: Yeah.
MR. STREET: Sometime by 1991.
MR. OSEI-AFRIYIE: To be exact it was around 1992. When I went to my father's funeral. When I realized that, that was not my daughter.
MR. STREET: At that point in time so that 1992's you discovered this daughter is not your daughter?
MR. OSEI-AFRIYIE: Yes.
MR. STREET: Okay. And the suitcase of clothes, did you bring any receipts of how much was spent on these clothes?
MR.OSEI-AFRIYIE: Did I bring them here today?
MR. STREET: Yeah. You may not, sir. I'm just asking.
MR. OSEI-AFRIYIE: I think you have to be (unable to hear word). You're talking about 1985 when you went to a store and bought clothes. You expect me to have receipts for 1985.
MR. STREET: Well let me ask you this whatever amount that might be do you want interest on that also?
MR. OSEI-AFRIYIE: Yes. Because I was cheated.
MR. STREET: And how much, do you want half or more than half?

MR. OSEI-AFRIYIE: Oh half because we contributed. We went shopping together and we have the savings together so we just bought everything. But the other two suitcases belong to Jennifer and Monica so there shouldn't be a problem with that.
MR. STREET: Let me see I understand this. Before you left for Ghanain February of '85 your then wife gave you $3,000.00 in cash to give to her parents.
MR. OSEI-AFRIYIE: Yes.
MR. STREET: To help with the house?
MR. OSEI-AFRIYIE: Yes.
MR. STREET: And you, you knew this was cash. I assume you saw it?
MR. OSEI-AFRIYIE: Oh yes.
MR. STREET: And you knew the purpose?
MR. OSEI-AFRIYIE: I knew the purpose.
MR. STREET: And you gave it to the parents?
MR. OSEI-AFRIYIE: I did. And that was part of our marital money because I was, wherever you used to live at the University I was paying the bills.
MR. STREET: And in another, you talked about another incident involving $3,000.00 I thought in 1990?
MR. OSEI-AFRIYIE: She, she came back and told me yes for the roof.
MR. STREET: And the $3,000.00 that's something she took to Ghana?
MR. OSEI-AFRIYIE: That's what she told me.
MR. STREET: Not in 1993?

MR. OSEI-AFRIYIE: Not in 1993. 1990. You see the house was built in two phases. Phase one that is where we went and slept. We slept in one of the rooms. The roof and everything was complete.
MR. STREET: And the $3,000.00 in 1990 is that in addition to the $3,000.00 in 1993?
MR. OSEI-AFRIYIE: She just testified about 1993. You see the one in 1990 was for the first part of the building. But the later part is what she talked about in 1993.
MR. STREET: So we are talking about three different episodes of $3,000.00?
MR. OSEI-AFRIYIE: Yes.
MR. STREET: May be I should ask this did the money come from a bank account with both names on it or a bank account with just her name on it?
MR. OSEI-AFRIYIE: Came from a bank account with her name on it.
MR. STREET: Her individual name?
MR. OSEI-AFRIYIE: But the point is this whatever money is in that account comes from wages from her wages.

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MR. STREET: And what were the arrangements between you and your husband as far as who would contribute what towards the expenses? How much were you to pay, half, more that half or what?
MS. AMPOFOH: Well when I first came in they were taking the rent I think from

the teaching assistant check. But sooner or later, I didn't stay there long. We moved and started renting apartment so I started contributing positively out of my paycheck.

MR. STREET: This suitcase of clothing at any time since 1992 did Mr. Osei-Afriyie tell you that he disagrees with that, he should be paid one half of the value of those suitcase and clothes?

MS. AMPOFOH: No.

MR. STREET: And the $3,000.00 that he apparently himself transported in February of 1985 this he talked about did he at any point at the time or sense object to you sending that money to your family?

MS. AMPOFOH: No.

MR. STREET: And the money in 1990, lets talk a little bit about that. This is where he has said that you essentially contributed another $3,000.00, I think he said either to the house or to the roof of that house in Ghana. I don't recall which. Did you in fact, go to Ghana in 1990 youself?

MS. AMPOFOH: Yes.

MR. STREET: And was he with you?

MS. AMPOFOH: No.

MR. STREET: Okay and did you, in fact, give any money to your family in 1990?

MS. AMPOFOH: Yes.

MR. STREET: And about how much?

MS. AMPOFOH: About a thousand for the (unable to hear word).

MR. STREET: Throughout your employment in Delaware have you maintained separate bank accounts from your husband?
MS. AMPOFOH: Yes.

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MR. OSEI-AFRIYIE: Your Honor, I was looking for a certain check and I will get it later on and look for it. This morning we heard that since we got married from Canada all the way to the United States here until we bought rental properties we each had or separate accounts. It that what you told the Court this morning?
MS. AMPOFOH: Yes.
MR. OSEI-AFRIYIE: When did we buy the first rental property? Your Honor, remind her to go faster. The first rental property was at 25 Spruce Road. Is that correct?
MS. AMPOFOH: Yes.
MR. OSEI-AFRIYIE: Is it correct to say that we bought that in on the the 31st of May 1991?
MS. AMPOFOH: I know its 1991.
MR. OSEI-AFRIYIE: '91. So through 1991 we didn't have any joint account?
MS. AMPOFOH: I don't remember.
MR. OSEI-AFRIYIE: Can the Court make copies and give me the original back?
THE COURT: We are not going to make copies right now. Do you want to ask her questions about these checks?

MR. OSEI-AFRIYIE: You seen these, Grace, haven't you?
MS. AMPOFOH: Yeah.
MR. OSEI-AFRIYIE:Did we have a joint account prior to the purchase of 25 Spruce Road in 1991?
MS. AMPOFOH: Well this check proves that.
MR. OSEI-AFRIYIE: So it correct to say that we had joint account in 1988?
MS. AMPOFOH: There is something there.
MR. OSEI-AFRIYIE: Is that correct that we had joint account in 1989?
MS. AMPOFOH: Well it indicates that on the check.
THE COURT: You want to introduce that into evidence?
MR. OSEI-AFRIYIE: Yes please.
THE COURT: Or do you want to offer substituted copies into evidence? You want to keep the originals?
MR. OSEI-AFRIYIE: I want to keep the originals.
THE COURT: You have any objection to the substituted copies, Mr. Street?
MR. STREET: No your Honor, subject to I'd like to a little voir dire of the witness if I could before.
MR. STREET: Alright. May I have those checks for a minute, sir. May I approach the witness, You Honor.
THE COURT: Yes you may.
MR. STREET: Mrs. Ampofoh, I show you four checks drawn on Mellon Bank that have two names, you and your husband? You see what I'm talking about?

MS. AMPOFOH: Yes.
MR. STREET: Okay. Did you know about that bank account? Is that an account you opened or used?
MS. AMPOFOH: Well it lists us both.
MR. STREET: Well that's not my question because either one can open an account and put both accounts on it. Did you open that account to your knowledge?
MS. AMPOFOH: I don't remember.
MR. STREET: Those signatures on those four checks, any of those your name?
MS. AMPOFOH: This is mine. This is mine.
MR. STREET: Okay now I w'd like to show you, beg the Court's indulgence for a moment. I'm trying to find the account number. I do not, here is the second drawn on the Bank of Delaware with both names on the top. Do you recall opening that account or being a part of that account? Your names on it but did you
MS. AMPOFOH: Yeah Bank of Delaware is at PNC.
MR. STREET: That's not my question, ma'am. Did you open that account?
MS. AMPOFOH: I know PNC there are two of them.
MR. STREET: No did you open it? Did you go to the bank and create that account atart it and...
MS. AMPOFOH: Oh no.
MR. STREET: Okay so didn't open this account. Did you open this account?
MS. AMPOFOH: No.

MR. STREET: Did you go to the bank and say I'd like to start this joint account?
MS. AMPOFOH: No.
MR. STREET: No further questions, no objections to the document coming in.
MR. OSEI-AFRIYIE: Okay did you and I go and open the account?
MS. AMPOFOH: I really don't remember and I don't remember when we opened Mellon. PNC I know we had a joint account.
MR. OSEI-AFRIYIE: Do you have, Your Honor, this is going to be the question of credibility and the Court probably will allow me this. What I will have to do then is I have , I have to be given permission to go to the bank and get a signature card. Not now but if cause I didn't know she was gonna deny that, the previous account. You cannot write a check and cash it without a bank going to check for the signature card to find out what, your name is on the. So...
MR. STREET: Your Honor , I'm prepared to stipulate that there is probably a signature card with her name on it.
THE COURT: Want to ask that question whether or not she signed a signature card. You might make things a lot easier.
MR. OSEI-AFRIYIE: Yes. Do you have a name on a signature card?
MS. AMPOFOH: I said if we did open joint account probably is the two or first day. I didn't go alone to open a account, joint account.

MR. OSEI-AFRIYIE: Okay so what you told the Court was that you did not open it. Are changing your testimony that the two of us went and opened the account?
MS. AMPOFOH: That's what I'm saying.

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MR.OSEI-AFRIYIE: You indicated you have written the correspondence to the Court indicating that you wanted (unable to hear words) because you put $9,000.00 of the down payment on our property and you wanted to be (unable to hear words) and for our children. Would you then agree that I should be given 25 Spruce Road because I put down the portion of the downpayment?
MS. AMPOFOH: I don't have an answer. I don't agree.
THE COURT: I didn't hear your answer.
MS. AMPOFOH: I don't agree.
MR.OSEI-AFRIYIE: Did you say that you wanted, I believe you did it in writing that you wanted(unable to hear words) Way cause you put down a bigger portion of the downpayment of $9,000.00 and you wanted to be a family for you and your children?
MS. AMPOFOH: Yes.
MR. OSEI-AFRIYIE: Why then wouldn't you agree with me that I put down a bigger portion of a downpayment on 25 Spruce Road so it should be given to me?